



# City of Merced

## Statement of Services Contract

Name of City Contact Richard Maddox

Phone Ext. 209-388-8938

## Description of Services to Be Provided:

Official Use Only

DEMOLITION AND REMOVAL OF SUN-STAR BUILDING DOWN TO THE FOUNDATION. SUN-STAR BUILDING IS APPROXIMATELY 30,500 SQ FT. WORK INCLUDES THE ABATEMENT OF ABSBESTOS AS IDENTIFIED IN PROVIDED SURVEY. CARE TO BE TAKEN TO PREVENT DAMAGE TO ADJACENT PROPERTY AND REMAINING PAVEMENT.

## Check Box If Applicable to Project:

☒ License (1)\* Type☒ Business License (2)\*☒ Bonds (6)\*☒ Insurance (14)\*☒ Workers Compensation (15)\*☒ Prevailing Wages (16)\*

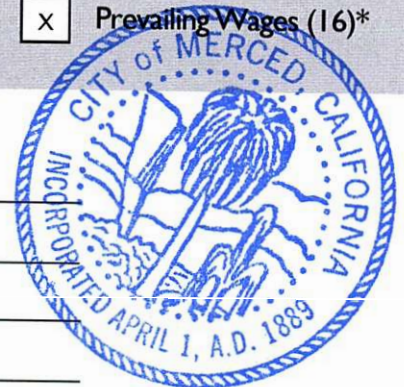
\*Numbers correspond to paragraph numbers on the Terms and Conditions attached hereto.

## Consultant:

## Proposal/Quote

1. ABATEMENT: \$31,500
2. BUILDING DEMO: \$177,275
3. BONDS: \$3,000

Total Amount \$ 211,775



By completing and executing this document, Consultant agrees to be bound to the Terms and Conditions attached hereto and incorporated by reference, any additional terms and conditions found on the Purchase Order, and any other terms and conditions imposed by the City and attached hereto or in the Merced Municipal Code, and makes the City an offer for the above-mentioned services at the above-mentioned price. This agreement is not binding on the City until executed by the City Manager, or his/her designee, and a Purchase Order is issued to Consultant. Any terms and conditions proposed by Consultant shall not be binding upon the City unless expressly agreed to in writing by the designated representative of the City.

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Dustin Drake

4263 N. Selland Ave.  
Fresno, Ca. 93722

Print Name

Signed by:  
Dustin Drake  
ACAA23C250C54C7

03/14/2025 | 10:15 AM

Name / Address of Business Entity

Phone: 5592221149

Email: dustind@cvecorp.com

License No: 905631

DIR Registration No.: 1000008301

Signature

Date Signed

Vice President

Position and Title

ATTEST:  
CITY CLERKBY   
Jondra Medina  
Assistant Deputy City Clerk
  
City Manager or Designee



## TERMS AND CONDITIONS FOR SERVICES AND PUBLIC WORKS CONTRACTS

THESE TERMS AND CONDITIONS, ("Terms and Conditions") are made and entered into on the date shown on the attached Statement of Services, by and between the City of Merced, a California Charter Municipal Corporation, ("City") and the Vendor, Consultant, or Person, ("Consultant") shown on the Statement of Services. These Terms and Conditions, Statement of Services, and Purchase Order shall herein be collectively referred to as the "Agreement." Any words that Consultant adds to the Agreement or any form that Consultant uses in the course of business will not change or supersede these Terms and Conditions. The City must agree, in writing, to any change in terms and conditions. The City's acceptance of any work or services is not an acceptance of Consultant's conflicting terms and conditions should such exist.

1. **CONSULTANT QUALIFICATIONS AND STANDARD OF WORK.** Consultant warrants that it is fully qualified to perform the work, and holds all applicable licenses, permits, and other necessary qualifications. Consultant shall perform and complete in a good and workmanlike manner all the work described in this Agreement to the plans and specifications provided to the Consultant by City, and shall do everything required by these Terms and Conditions and other contract documents attached hereto.

Consultant shall possess a valid \_\_\_\_\_ Special California Consultant's license at the time of bid submission for the duration of the Agreement. (Applies only if marked on the Statement of Services Form).

2. **CITY BUSINESS LICENSE – (Applies only if marked on the Statement of Services Form).** Consultant agrees that if its business is based within the City limits or it enters into the City to conduct business then a current City of Merced business license is required. Failure to comply with this requirement could result in criminal penalties.

3. **CONSULTANT'S SERVICES.** Consultant shall, at its own cost and expense and as authorized and directed by the City, provide the personnel, supervision, equipment, supplies, services, administration, transportation, and other needs to complete the work described in the Statement of Services and the City's Purchase Order, which is hereby incorporated and made a part of these Terms and Conditions, within the agreed upon time schedule and budget. The Consultant is

responsible for obtaining and administering the employment of personnel having the training, experience, licenses, and other qualifications necessary for the work assigned. All project-related costs shall be assumed and paid by the Consultant. These Terms and Conditions and Purchase Order provide the exclusive means of payment and reimbursement of costs to the Consultant by the City.

Such work shall include the following:

- a. The Consultant shall perform the services as described in the Statement of Services and Purchase Order in full compliance with these Terms and Conditions and adopted City policies and guidelines as provided to the Consultant, and in compliance with all other applicable laws and regulations.
- b. The Consultant shall perform all services and prepare all documents in professional form, exercising the special experience, skill, and education required for such service.
- c. The Consultant shall provide finished documents of presentation quality that evidence the highest standards of investigation, professional review, public participation, and presentation.

4. SCHEDULE OF PERFORMANCE AND BUDGET. The Consultant shall satisfactorily perform the services described in the Statement of Services and Purchase Order within the Time Schedule stated or agreed to between the Consultant and the City. The Consultant shall review the remaining work and remaining budget at least monthly (or at such other interval as directed by City staff) and shall confirm that completion may be expected within the budget approved or, in the alternative, give immediate notice when it shall first appear that the approved budget will not be sufficient, together with an explanation for any projected insufficiency.

The Consultant shall immediately inform the City of any problems, obstructions, or deviations of which the Consultant becomes aware affecting Consultant's ability to complete the project in a timely, efficient, and competent manner.

5. RISK OF LOSS PRIOR TO FINAL ACCEPTANCE. Risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Consultant regardless of the cause. Consultant shall repair or replace such damages or destroyed work to its prior undamaged condition before being



entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Consultant from completion of work.

6. **BONDS – (Applies only if marked on the Statement of Services Form).**

a. Consultant shall, within fifteen (15) days of contract award and before performance of the work, file a Performance Bond, with and approved by the City, in the amount of 100 percent (100%) of the contract price. The Performance Bond shall remain in effect until recordation of the Notice of Completion, or if a Notice of Completion is not recorded by the City, for sixty (60) days after completion of the work.

b. All Bonds shall be furnished by the Consultant at its own cost and expense. All bonds shall be executed by such sureties as are admitted to transact surety insurance in the State of California. Should an objection as to the sufficiency of an admitted surety on a bond be made, California Code of Civil Procedure Section 995.660 shall apply.

7. **INDEPENDENT CONSULTANT.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

8. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered shall be made upon presentation of an invoice detailing services performed.



9. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate the Agreement any time by mailing via certified U.S. Mail a notice in writing to Consultant that the Agreement is terminated. Alternatively, City may send said notice by facsimile with confirming notice provided via U.S. Mail. Said Agreement shall be deemed terminated as of Consultant's receipt of said notice, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

10. ASSIGNABILITY OF AGREEMENT. The Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under the Agreement will be permitted only with the express written consent of the City.

11. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by the Agreement shall be the property of the City, and Consultant shall deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including, but not limited to, those set forth hereinabove, prepared pursuant to the Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

12. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set



forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

13. COMMUNICABLE DISEASE WAIVER AND RELEASE.

Consultant waives and releases the City from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 or other communicable disease that occurs, or is alleged to occur, during the course of the performance of the work covered in the agreement. Consultant also agrees to defend, indemnify, and hold City harmless from any and all claims, causes of action, allegations, or assertions made against City or City's employees arising from or relating to actual or alleged infection occurring during the performance of the work covered in the agreement, except where caused by the sole negligence or willful misconduct of the City.

14. INSURANCE – (Applies only if marked on the Statement of Services Form). During the term of the Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

- a. General Liability.
  - (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
  - (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
  - (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.



- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

b. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

c. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

d. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:



- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

e. **Certificate of Insurance.** Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in the Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

15. **WORKERS COMPENSATION INSURANCE – (Applies Only If Marked On The Statement Of Services Form).** Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

16. **PREVAILING WAGES – (Applies only if marked on the Statement of Services Form).**

a. A determination of the general prevailing rates per diem wages and holiday and overtime work where the work is performed is available for review upon request at the City of Merced, located at 678 West 18<sup>th</sup> Street, Merced, California 95340. Consultant and subcontractors will not pay less than the prevailing rates of wages. Consultant will post one copy of the prevailing rates of wages at the job site.

b. Consultant shall forfeit as penalty to City the sum of Fifty Dollars (\$50.00) for each calendar day or portion thereof, and for each worker paid less than the prevailing rates under the Agreement.



17. TRAVEL AND SUBSISTENCE PAYMENTS – (Applies only if Prevailing Wages is marked on the Statement of Services Form). Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work.

18. HOURS OF WORK.

a. Eight (8) hours of labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times (1 ½) the basic rate of pay for work in excess of eight (8) hours during a calendar day or forty (40) hours during a calendar week for the foregoing hours.

b. Consultant shall keep and make available an accurate record showing the name of each worker, and hours worked each day and each week by each worker.

c. As a penalty to the City, Consultant shall forfeit Twenty Five Dollars (\$25.00) for each worker, including subcontractor's workers, for each calendar day during which the worker is required or permitted to work more than eight (8) hours in one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of Labor Code Sections 1810 through 1815.

19. NOTICES. Notice may be given by personal delivery or by placing the notice in a properly addressed envelope and depositing that envelope in the United States mail with first-class postage paid.

20. PROHIBITION AGAINST DISCRIMINATION. In the performance of the Agreement the Consultant will not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person with respect to the compensation, terms, conditions or privileges of employment, because of such person's race, color, creed, national origin, ancestry, sex or age.

21. PERMITS AND LICENSES.

a. Consultant shall apply for and procure permits and licenses necessary for the work.

b. Consultant shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.

c. Consultant shall pay charges and fees in connection with permits and licenses.

22. VENUE. The Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to the Agreement shall be held exclusively in a state court in the County of Merced.

23. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of the Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of the Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

24. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under the Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by the Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.



# TERMS AND CONDITIONS FOR SERVICES AND PUBLIC WORKS CONTRACTS (Design Professionals)

THESE TERMS AND CONDITIONS, ("Terms and Conditions") are made and entered into on the date shown on the attached Statement of Services, by and between the City of Merced, a California Charter Municipal Corporation, ("City") and the Vendor, Consultant, or Person, ("Consultant") shown on the Statement of Services. These Terms and Conditions, Statement of Services, and Purchase Order shall herein be collectively referred to as the "Agreement." Any words that Consultant adds to the Agreement or any form that Consultant uses in the course of business will not change or supersede these Terms and Conditions. The City must agree, in writing, to any change in terms and conditions. The City's acceptance of any work or services is not an acceptance of Consultant's conflicting terms and conditions should such exist.

1. CONSULTANT QUALIFICATIONS AND STANDARD OF WORK. Consultant warrants that it is fully qualified to perform the work, and holds all applicable licenses, permits, and other necessary qualifications. Consultant shall perform and complete in a good and workmanlike manner all the work described in this Agreement to the plans and specifications provided to the Consultant by City, and shall do everything required by these Terms and Conditions and other contract documents attached hereto.

Consultant shall possess a valid \_\_\_\_\_ Special California Consultant's license at the time of bid submission for the duration of the Agreement. (Applies only if marked on the Statement of Services Form).

2. CITY BUSINESS LICENSE – (Applies only if marked on the Statement of Services Form). Consultant agrees that if its business is based within the City limits or it enters into the City to conduct business then a current City of Merced business license is required. Failure to comply with this requirement could result in criminal penalties.

3. CONSULTANT'S SERVICES. Consultant shall, at its own cost and expense and as authorized and directed by the City, provide the personnel, supervision, equipment, supplies, services, administration, transportation, and other needs to complete the work described in the Statement of Services and the City's Purchase Order, which is hereby incorporated and made a part of these Terms and

Conditions, within the agreed upon time schedule and budget. The Consultant is responsible for obtaining and administering the employment of personnel having the training, experience, licenses, and other qualifications necessary for the work assigned. All project-related costs shall be assumed and paid by the Consultant. These Terms and Conditions and Purchase Order provide the exclusive means of payment and reimbursement of costs to the Consultant by the City.

Such work shall include the following:

- a. The Consultant shall perform the services as described in the Statement of Services and Purchase Order in full compliance with these Terms and Conditions and adopted City policies and guidelines as provided to the Consultant, and in compliance with all other applicable laws and regulations.
- b. The Consultant shall perform all services and prepare all documents in professional form, exercising the special experience, skill, and education required for such service.
- c. The Consultant shall provide finished documents of presentation quality that evidence the highest standards of investigation, professional review, public participation, and presentation.

4. SCHEDULE OF PERFORMANCE AND BUDGET. The Consultant shall satisfactorily perform the services described in the Statement of Services and Purchase Order within the Time Schedule stated or agreed to between the Consultant and the City. The Consultant shall review the remaining work and remaining budget at least monthly (or at such other interval as directed by City staff) and shall confirm that completion may be expected within the budget approved or, in the alternative, give immediate notice when it shall first appear that the approved budget will not be sufficient, together with an explanation for any projected insufficiency.

The Consultant shall immediately inform the City of any problems, obstructions, or deviations of which the Consultant becomes aware affecting Consultant's ability to complete the project in a timely, efficient, and competent manner.

5. RISK OF LOSS PRIOR TO FINAL ACCEPTANCE. Risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Consultant regardless of the cause. Consultant shall repair or replace



such damages or destroyed work to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Consultant from completion of work.

6. **BONDS – (Applies only if marked on the Statement of Services Form).**

a. Consultant shall, within fifteen (15) days of contract award and before performance of the work, file a Performance Bond, with and approved by the City, in the amount of 100 percent (100%) of the contract price. The Performance Bond shall remain in effect until recordation of the Notice of Completion, or if a Notice of Completion is not recorded by the City, for sixty (60) days after completion of the work.

b. All Bonds shall be furnished by the Consultant at its own cost and expense. All bonds shall be executed by such sureties as are admitted to transact surety insurance in the State of California. Should an objection as to the sufficiency of an admitted surety on a bond be made, California Code of Civil Procedure Section 995.660 shall apply.

7. **INDEPENDENT CONSULTANT.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

8. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered shall be made upon presentation of an invoice detailing services performed.

9. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate the Agreement any time by mailing via certified U.S. Mail a notice in writing to Consultant that the Agreement is terminated. Alternatively, City may send said notice by facsimile with confirming notice provided via U.S. Mail. Said Agreement shall be deemed terminated as of Consultant's receipt of said notice, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

10. ASSIGNABILITY OF AGREEMENT. The Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under the Agreement will be permitted only with the express written consent of the City.

11. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by the Agreement shall be the property of the City, and Consultant shall deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including, but not limited to, those set forth hereinabove, prepared pursuant to the Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

12. INDEMNITY. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property, or expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation), that arise out of, pertain to, or relate to, the negligence, recklessness, willful misconduct of Consultant or its employees, subcontractors, or agents in the performance of this Agreement. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to



defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

13. COMMUNICABLE DISEASE WAIVER AND RELEASE.

Consultant waives and releases the City from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 or other communicable disease that occurs, or is alleged to occur, during the course of the performance of the work covered in the agreement. Consultant also agrees to defend, indemnify, and hold City harmless from any and all claims, causes of action, allegations, or assertions made against City or City's employees arising from or relating to actual or alleged infection occurring during the performance of the work covered in the agreement, except where caused by the sole negligence or willful misconduct of the City.

14. INSURANCE – (Applies only if marked on the Statement of Services Form). During the term of the Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

- a. General Liability.
  - (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
  - (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
  - (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.

- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

b. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

c. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

d. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:



- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

e. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in the Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

15. **WORKERS COMPENSATION INSURANCE – (Applies Only If Marked On The Statement Of Services Form)**. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

16. **PREVAILING WAGES – (Applies only if marked on the Statement of Services Form)**.

a. A determination of the general prevailing rates per diem wages and holiday and overtime work where the work is performed is available for review upon request at the City of Merced, located at 678 West 18<sup>th</sup> Street, Merced, California 95340. Consultant and subcontractors will not pay less than the prevailing rates of wages. Consultant will post one copy of the prevailing rates of wages at the job site.

b. Consultant shall forfeit as penalty to City the sum of Fifty Dollars (\$50.00) for each calendar day or portion thereof, and for each worker paid less than the prevailing rates under the Agreement.

17. TRAVEL AND SUBSISTENCE PAYMENTS – (Applies only if Prevailing Wages is marked on the Statement of Services Form). Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work.

18. HOURS OF WORK.

a. Eight (8) hours of labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times (1 ½) the basic rate of pay for work in excess of eight (8) hours during a calendar day or forty (40) hours during a calendar week for the foregoing hours.

b. Consultant shall keep and make available an accurate record showing the name of each worker, and hours worked each day and each week by each worker.

c. As a penalty to the City, Consultant shall forfeit Twenty Five Dollars (\$25.00) for each worker, including subcontractor's workers, for each calendar day during which the worker is required or permitted to work more than eight (8) hours in one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of Labor Code Sections 1810 through 1815.

19. NOTICES. Notice may be given by personal delivery or by placing the notice in a properly addressed envelope and depositing that envelope in the United States mail with first-class postage paid.

20. PROHIBITION AGAINST DISCRIMINATION. In the performance of the Agreement the Consultant will not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person with respect to the compensation, terms, conditions or privileges of employment, because of such person's race, color, creed, national origin, ancestry, sex or age.

21. PERMITS AND LICENSES.

a. Consultant shall apply for and procure permits and licenses necessary for the work.



b. Consultant shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.

c. Consultant shall pay charges and fees in connection with permits and licenses.

22. VENUE. The Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to the Agreement shall be held exclusively in a state court in the County of Merced.

23. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of the Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of the Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

24. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under the Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by the Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

## **ADVICE ON PREVAILING WAGE**

### **Be hereby notified:**

Pursuant to Section 1781 of the Labor Code, Consultant/Contractor is advised that the work contemplated in this contract may be subject to the payment of prevailing wages and all other requirements of the Prevailing Wage Law. The prevailing wage of each job classification may be found by inquiry with the California Department of Industrial Relations.

Consultant/Contractor shall comply with all laws related to the performance of public work including, but not limited to, the employment of apprentices pursuant to Section 1777.5 of the Labor Code, work day/week hours and overtime rates pursuant to Sections 1813 and 1815 of the Labor Code and the obligation set forth in Sections 1774-1776 of the Labor Code in regards to payment of prevailing wages and to provide the City of Merced and Department of Industrial Relations certified payrolls when required.

A certified copy of all payroll records relative to this project shall be submitted to the City of Merced along with the related invoice. Receipt of certified payroll records is a prerequisite to receiving payment.

### **Therefore:**

No Consultant/Contractor or sub-consultant/contractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

No Consultant/Contractor or sub-consultant/contractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

All Consultants/Contractors or sub-consultants/contractors must furnish electronic certified payroll records to the Labor Commissioner. This requirement applies to all public works projects, whether new or ongoing.

Consultant/Contractor is further advised that the work contemplated herein is subject to compliance monitoring and enforcement by the Department of Industrial Relations.



**CERTIFICATE OF EXEMPTION  
FROM PROFESSIONAL LIABILITY INSURANCE**

I hereby certify that in the performance of the work for which this Agreement is entered into, neither I nor my company will be subject to the provisions of the professional liability insurance requirements of the State of California. I further represent and warrant that, at all times during the performance under this Agreement, my company and I shall not employ any person in any manner so as to become subject to the professional liability insurance requirements of the State of California.

In the event I am, or my company is, determined to be subject to the automobile insurance requirements of the State of California, I shall indemnify, protect, defend, and hold harmless the City of Merced for the payment of any professional liability insurance premiums, claims, penalties, interests, or payments.

I declare the above is true and correct and declare the same under penalty of perjury in accordance with the laws of the State of California.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at  
\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Consultant/Vendor Signature

Dustin Drake

\_\_\_\_\_  
Printed Name

Vice President

\_\_\_\_\_  
Title

CVE Demolition Inc.

\_\_\_\_\_  
Company



# CVE

## DEMOLITION

**PROVIDING SERVICES THROUGHOUT THE WEST COAST**

CONTRACTOR'S LICENSE # 905631 | DOSH REGISTRATION # 1092 | DIR #: 1000008301 | FEIN #: 61-1505223 | DVBE #: 55757

## PROPOSAL D250106

**February 6, 2025**

**Rick Maddox**  
**Senior Engineer, PE**  
**City of Merced**

**PROJECT:** Former Merced Sun Star Building.

**SCOPE OF WORK: Building Demolition**

1. Includes mobilization of crew and equipment.
2. Includes cost for abatement per Krazean asbestos survey quantities, portion of ACM materials may have been abated and CVE will credit back if this is true after field verification.
3. Includes demolition of existing building structure down to slab on grade.
4. Includes add/alt price for demolition of slab on grade and footings.
5. Air gapping and decommissioning of water, electrical and gas to be done by others prior to demolition.
6. Includes/Excludes demolition permit and fees.
7. Includes/Excludes air board notifications and fees.
8. All items being demolished to be off hauled. Disposal/Recycling of all demolition debris included to meet City/County Recycling requirements.

<b>Abatement Cost:</b>	<b>\$ 31,500.00</b>
<b>Building Demo Cost:</b>	<b>\$ 177,275.00</b>
<del><b>Slab Demo Cost:</b></del>	<del><b>\$ 89,950.00</b></del>

**EXCLUSIONS/CLARIFICATIONS:**

1. Importing of fill material, encroachment permits, compaction/compaction testing excluded.
2. Excludes SWPPP and BMP measures.
3. Excludes salvaging of equipment.
4. Excludes performance and payment bonds (If needed CVE can provide at additional cost)
5. Excludes removal of any contaminated soils, PCB light ballasts, florescent light tubes or any other universal waste.
6. Demolition requires the use of equipment. Occasionally the weight of equipment may crack concrete and asphalt. Repair or replacing any damaged concrete or asphalt excluded.
7. Assumes GC to provide adequate access to perform work.
8. The DTSC will assess a fee for each generator that produces five tons or more of hazardous waste. This assessed fee is not included in this proposal or contract. Please be aware that if you generate more than five tons of hazardous waste, the California Department of Tax and Fee Administration (CDTFA), formerly the California State Board of Equalization (BOE) will bill you directly.
9. Anything not included in scope of work excluded from this proposal.





# CVE

## DEMOLITION

---

### PROVIDING SERVICES THROUGHOUT THE WEST COAST

CONTRACTOR'S LICENSE # 905631 | DOSH REGISTRATION # 1092 | DIR #: 1000008301 | FEIN #: 61-1505223 | DVBE #: 55757

---

## PROPOSAL D250106

---

#### **PROPOSAL TERMS**

This proposal is based upon our legal terms and conditions as included as part of this proposal. All work shall be performed in accordance with State and Federal regulations. Unless otherwise noted the customer agrees to provide a sufficient water supply to perform work mentioned above. This bid is based on performing the work during regular work hours. CVE Demolition, Inc. shall not be responsible for weather protection or for damages resulting from weather or vandalism; this proposal is subject to change and may be withdrawn if not accepted within 30 Days of the above-mentioned date.

#### **PAYMENT TERMS**

Cash forthwith for any portion of work commenced and completed in any one calendar month. Balance of contract price due and payable within 30 days upon completion of CVE Demolition, Inc., work. Unpaid monies shall be subject to a finance charge of 1.5% per month. The customer agrees to compensate CVE Demolition, Inc. for any collection related costs, including reasonable attorney fees, if full payment is not made to CVE Demolition, Inc. The customer agrees that the court of jurisdiction for any claim shall be located in Sacramento County.

#### **REQUIREMENTS**

All Movable items shall be removed from the work area prior to mobilization of CVE Demolition, Inc. crews and equipment unless otherwise stated in this proposal CVE Demolition, Inc. will not be held responsible for items missing or loss during the course of work. All salvage value of all materials shall become property of CVE Demolition, Inc.

This project will be scheduled and worked based upon the following work hours: 8 hours per day Monday through Friday, excluding holidays.

All prices in this proposal are based on one mobilization unless otherwise noted. If an additional mobilization and/or demobilization is required, an additional cost will be charged accordingly and paid for by the customer.

This proposal is based upon our legal terms and conditions as included as part of this proposal. This proposal is subject to change and may be withdrawn if not accepted within (30) days of this date.

#### **CHANGES AND EXTRA WORK**

Customer may change the work at any time, including changes in scope methods, scheduling or performance requirements, in case the contract price and completion time will be adjusted accordingly.

#### **DIFFERING SITE CONDITIONS**

If CVE Demolition, Inc. encounters subsurface or latent physical conditions at the site differing materially, or in quantity from those stated in the bid documents, "as built" prints of existing structure, and/ or unknown physical conditions at the site of an unusual nature, CVE Demolition, Inc. will notify customer. If such conditions cause an increase in cost or the time required for performance of any part of the work an equitable adjustment in price and contract time modified accordingly.

#### **FORCE MAJEUR**

CVE Demolition, Inc. shall not be deemed in default nor be liable for damages for any failure or default in performance of its work which arises out of causes beyond its reasonable control. Such sovereign or contractual capacity, fires floods, epidemics, quarantine, restrictions, strikes, freight, embargos, material shortages, or unusually severe weather. In the event the work is delayed by such causes, the time and cost for performance and repair will be equitably adjusted.

#### **GENERAL EXCLUSIONS**

Bonding, Retention, addendums, suspect material soils, liquidated damages, soil compaction, anything unforeseen, patch and repair, survey report, salvage, third party air clearance, removal, PCB light fixture ballast's, fluorescent light tubes and unless mentioned in scope of work above.

---

Heavy Demolition Office – 35500 S. Welty Rd., Vernalis, Ca. 95385 | P: (209) 239-9676 | F: (209) 629-8837

---

**CVE DEMOLITION IS A CERTIFIED DVBE COMPANY**

---



**PROVIDING SERVICES THROUGHOUT THE WEST COAST**

CONTRACTOR'S LICENSE # 905631 | DOSH REGISTRATION # 1092 | DIR #: 1000008301 | FEIN #: 61-1505223 | DVBE #: 55757

**PROPOSAL D250106**

**ACCEPTANCE**

By signing below you are hereby agreeing that you have read and understand the provisions contained herein and any attachments hereto.

**Accepted and approved this \_\_\_\_\_ Day of \_\_\_\_\_ 2024**

**Customer**

**CVE Demolition**

**By: \_\_\_\_\_**  
**(Print Name)**

**By: \_\_\_\_\_**

**Sign: \_\_\_\_\_**

**Sign: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**Title: Estimator \_\_\_\_\_**





# CVE

## DEMOLITION

**PROVIDING SERVICES THROUGHOUT THE WEST COAST**

CONTRACTOR'S LICENSE # 905631 | DOSH REGISTRATION # 1092 | DIR #: 1000008301 | FEIN #: 61-1505223 | DVBE #: 55757

## PROPOSAL D250106

### PRELIMINARY INFORMATION REQUEST FORM

**Please fill out and fax back to 559-222-1174 Or Email to**

**[briannad@cvecorp.com](mailto:briannad@cvecorp.com)**

CVE Demolition, Inc. is the sub-contractor on the following project. Would you please take a few minutes to answer some questions and provide the information requested. This form allows us to complete our project file and comply with the state/federal requirements that may exist regarding this project. This request in no way reflects the credit worthiness of any party named. Please return this form to fax 209-629-8837 or email [dustind@cvecorp.com](mailto:dustind@cvecorp.com). You may also call 559-222-1122 with any questions or concerns.

**Project Name / Address** \_\_\_\_\_

• What type of project is this? (circle one) Private Public Federal

If a public or federal project, is there a payment bond? (Circle one) Yes No

If yes, please provide the surety name & bond# \_\_\_\_\_

**Please provide the name, address and phone number for each party listed below:**

**PROPERTY OWNER** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**General Contractor** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Construction Lender** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Other (If any)** \_\_\_\_\_  
\_\_\_\_\_

**PLEASE FILL OUT THE INFORMATION BELOW AND SEND INTO OUR OFFICE BEFORE  
THE START OF THE JOB.**

Heavy Demolition Office – 35500 S. Welty Rd., Vernalis, Ca. 95385 | P: (209) 239-9676 | F: (209) 629-8837

**CVE DEMOLITION IS A CERTIFIED DVBE COMPANY**

## Certificate Of Completion

Envelope Id: 8AA4D1D5-3818-4E4B-9757-8879699CFD8B

Status: Completed

Subject: DocuSign: City of Merced Statement of Services

Tyler Contract Number:

Source Envelope:

Document Pages: 25

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Richard Maddox

AutoNav: Enabled

678 W 18th Street

EnvelopeId Stamping: Enabled

Merced, CA 95340

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

MaddoxR@cityofmerced.org

IP Address: 136.226.78.97

## Record Tracking

Status: Original

Holder: Richard Maddox

Location: DocuSign

3/14/2025 9:27:33 AM

MaddoxR@cityofmerced.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Merced

Location: Docusign

## Signer Events

Richard Maddox

maddoxr@cityofmerced.org

Security Level: Email, Account Authentication (Optional), Login with SSO

## Signature

**Completed**

Using IP Address: 136.226.78.97

## Timestamp

Sent: 3/14/2025 9:29:02 AM

Viewed: 3/14/2025 9:29:15 AM

Signed: 3/14/2025 9:31:26 AM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dustin Drake

dustind@cvecorp.com

Vice President

CVE Demolition Inc.

Security Level: Email, Account Authentication (Optional)

Signed by:

*Dustin Drake*  
ACAA23C2B0CF4C7...

Signature Adoption: Pre-selected Style

Using IP Address: 96.81.183.241

Sent: 3/14/2025 9:31:28 AM

Viewed: 3/14/2025 10:14:15 AM

Signed: 3/14/2025 10:15:24 AM

## Electronic Record and Signature Disclosure:

Accepted: 3/14/2025 10:14:15 AM

ID: 0bb39a26-2a90-49d2-96d4-39c8e511410f

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

3/14/2025 9:29:02 AM

Envelope Updated

Security Checked

3/14/2025 9:31:06 AM



Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	3/14/2025 10:14:15 AM
Signing Complete	Security Checked	3/14/2025 10:15:24 AM
Completed	Security Checked	3/14/2025 10:15:24 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Merced (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Merced:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [cityclerk@cityofmerced.org](mailto:cityclerk@cityofmerced.org)

### **To advise City of Merced of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [cityclerk@cityofmerced.org](mailto:cityclerk@cityofmerced.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Merced**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [cityclerk@cityofmerced.org](mailto:cityclerk@cityofmerced.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Merced**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [cityclerk@cityofmerced.org](mailto:cityclerk@cityofmerced.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Merced as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Merced during the course of your relationship with City of Merced.



**PERFORMANCE  
BOND**

(Public Work)

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
Hartford, Connecticut 06183

Bond No.: 108110562

Premium: \$2,562.00

KNOW ALL BY THESE PRESENTS, That we, CVE Demolition, Inc., as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto City of Merced, as Oblige, in the sum of Two Hundred Eleven Thousand, Seven Hundred Seventy Five and 00/100 Dollars (\$211,775.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Oblige dated March 14, 2025 for Sun-Star Building Demo ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall perform the Construction Work to be done under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect. Surety's obligations hereunder shall not arise unless Principal is in default under the Contract for failing to perform the Construction Work, and has been declared by Oblige to be in default under the Contract for failing to perform the Construction Work; and Oblige has performed its obligations under the Contract. In such event, Surety shall have a reasonable period of time to:

1. Upon entering into an acceptable written takeover agreement with Oblige, undertake to perform and complete the Construction Work to be done under the Contract; or

2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract, arrange for a contract to be prepared for execution by Oblige and contractor, to be secured with performance and payment bonds executed by a qualified surety; or

3. Waive its right to perform or complete the Construction Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it may be liable to the Oblige and, as soon as practicable after the amount is determined, tender payment therefor to the Oblige; or (b) Deny liability in whole or in part and notify the Oblige citing reasons therefor.

4. The Contract balance, as defined below, shall be credited against the reasonable construction cost of completing the Construction Work to be performed under the Contract. If completed by Oblige pursuant to paragraphs 2 or 3 above, and the reasonable construction cost exceeds the Contract balance, Surety shall pay to Oblige such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the Construction Work pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Construction Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract; provided, however, that to the extent that Surety's outlays exceed the Contract balance paid to Surety by Oblige, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance," as used in the paragraph, shall mean the total amount payable by Oblige under the Contract and any amendments thereto, less the amounts properly paid by Oblige to Principal under the Contract. The term "Construction Work" as used herein shall mean the providing all labor and/or material necessary to complete Principal's scope of work under the Contract. Notwithstanding any language in the Contract to the contrary, the Contract balance shall not be reduced or set off on account of any obligation, contractual or otherwise, except the reasonable construction cost incurred in completing the Construction Work.

5. Any suit by Oblige under this bond must be instituted before the earlier of: (a) the expiration of one year from the date of substantial completion of the Construction Work, or (b) one year after Principal ceased

performing the Construction Work under the Contract, excluding warranty work. If this bond is provided to comply with bond statutes in the location where the Construction Work is being performed, and the bond statutes contain a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than the earlier of (y) the date of substantial completion of the Construction Work, or (z) the date Principal ceased performing Construction Work, excluding warranty work.

6. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

7. This bond shall not afford coverage for any liability of Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required by the Contract. No right of action shall accrue on this bond to or for the use of any person or entity other than the named Obligee.


8. This bond is provided to comply with applicable statutory or other legal requirement for performing construction contracts for public owners in the location where the Construction Work is being performed. Except as provided in paragraph 5 above, all provisions in the bond which are in addition to or differ from applicable statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond.

Signed this 20th day of March , 2025.

CVE Demolition, Inc.

(Principal)

By:

  
Tim Williamson - CEO

Travelers Casualty and Surety Company of America

By:

  
Kim Wilson, Attorney-in-Fact



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss  
County of Fresno )

On March 20, 2025, before me, Bonnie Gonzalez, Notary Public, personally appeared Kim Wilson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: \_\_\_\_\_

Bonnie Gonzalez  
Bonnie Gonzalez, Notary Public

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Fresno )

On 03/20/2025 before me, Tiffany L Farley - Notary Public  
(insert name and title of the officer)

personally appeared Tim Williamson  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

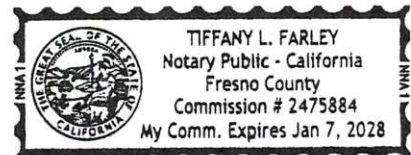
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Tiffany L Farley*

(Seal)





**TRAVELERS**

**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Steven P. Edwards, Lyn Genito, Bonnie Gonzalez, and Kim Wilson of Fresno, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

City of Hartford ss.

By: \_\_\_\_\_

Robert L. Raney, Senior Vice President

On this the **21st day of April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2026**

\_\_\_\_\_  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20 day of March, 2025

\_\_\_\_\_  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

## City of Merced Finance

Report Text Library: Business\_License\_Municipality\_Address  
209-388-7900

## BUSINESS LICENSE CERTIFICATE

Report Text Library: Business\_License\_Text1.  
This text can be formatted with **HTML code**

**Business Name:** CVE DEMOLITION INC

**Business Location:** 3550 S WELTY RD  
VERNALIS, CA 95385

**Owner:** TIM WILLIAMSON

**License Number:** 67740

**Issued Date:** 3/20/2024

**Expiration Date:** 6/30/2025

**Mailing Address:** No address entered for the Business

**License Type:** Construction Contractor

**Classification:** In-City



---

Venus Rodriguez

Report Text Library: Business\_License\_Text2. This text can be formatted with **HTML code**

**TO BE POSTED IN A CONSPICUOUS PLACE**





PANTEXC-01

AFRANCO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Fresno CSG-Alliant Insurance Services, Inc. 9 E River Park Place East Ste 310 Fresno, CA 93720	<b>CONTACT NAME:</b> Alison Franco <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> afranco@alliant.com														
<b>INSURED</b>  CVE Demolition, Inc. 4263 N. Selland Avenue Fresno, CA 93722	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Nautilus Insurance Company</td><td>17370</td></tr><tr><td>INSURER B : Key Risk Insurance Company</td><td>10885</td></tr><tr><td>INSURER C : Underwriters at Lloyd's (Lloyd's of London)</td><td>00000</td></tr><tr><td>INSURER D : State Compensation Insurance Fund of California</td><td>35076</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nautilus Insurance Company	17370	INSURER B : Key Risk Insurance Company	10885	INSURER C : Underwriters at Lloyd's (Lloyd's of London)	00000	INSURER D : State Compensation Insurance Fund of California	35076	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Nautilus Insurance Company	17370														
INSURER B : Key Risk Insurance Company	10885														
INSURER C : Underwriters at Lloyd's (Lloyd's of London)	00000														
INSURER D : State Compensation Insurance Fund of California	35076														
INSURER E :															
INSURER F :															

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		ECP2044209-10	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION PROFE \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		BAP2044206-10	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ENVX000516-24	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		X	9341379-2024-2	8/1/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liab			ECP2044209-10	8/1/2024	8/1/2025	Claim/Aggregate \$ 1,000,000
A	Professional Liab			ECP2044209-10	8/1/2024	8/1/2025	Occ/Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: The work performed by the Named Insured for the Certificate Holder.

The City, its officers, employees, volunteers and agents are included as additional insureds per policy forms attached. No cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation - including cancellation for nonpayment of premium.

Endorsement(s) Attached:

General Liability Additional Insured

General Liability Additional Insured - Completed Operations

SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

City of Merced  
678 West 18th Street  
Merced, CA 95340

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Fresno CSG-Alliant Insurance Services, Inc.		NAMED INSURED CVE Demolition, Inc. 4263 N. Selland Avenue Fresno, CA 93722	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

General Liability Primary

Auto Additional Insured

Auto Primary

Workers' Comp Waiver of Subrogation



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS  
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2044209-10	08/01/2024	08/01/2025	08/01/2024

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

**I. SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**:

- Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
- Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

- Your acts or omissions; or
- The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional **insured** described above:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

- Bodily injury, property damage or personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

- Bodily injury or property damage** occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured(s)** at the location of the **covered operations** has been completed; or

- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. **Duties -- Additional Insured**

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS  
AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2044209-10	08/01/2024	08/01/2025	08/01/2024

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

**I. SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**:

- Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
- Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by **your work** performed for the additional **insured** described in Paragraph 1. or 2. above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
- Will not extend beyond that which is provided to you in this policy.

**II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

- Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

**III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional **insured** is the amount of insurance:

- Required by the contract or agreement described in Paragraph I.1.; or
  - Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION VI –**

## REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

### 1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

### V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

#### Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

### VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**



## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

**BUSINESS AUTO – ADDITIONAL INSURED  
WHEN REQUIRED BY CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**Section II - Liability Coverage A. - Coverage, 1. Who is an Insured**, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
1. The coverage and/or limits of this policy; or
  2. The coverage and/or limits required by said contract or agreement.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".





ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION  
BLANKET BASIS

BROKER COPY

REP 02  
9341379-2024  
RENEWAL  
NE  
5-61-40-96  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

EFFECTIVE AUGUST 1, 2024 AT 12.01 A.M.  
AND EXPIRING AUGUST 1, 2025 AT 12.01 A.M.

CVE DEMOLITION, INC.  
4263 N SELLAND AVE  
FRESNO, CA 93722

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

July 25, 2024

  
AUTHORIZED REPRESENTATIVE

  
PRESIDENT AND CEO